

Attorney's Docket No. 042757/278587

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Kauffman *et al.*
Appl. No.: 09/890,185
Filed: July 30, 2001
For: METHOD AND SYSTEM FOR ROUTING CONTROL
IN COMMUNICATION NETWORKS AND FOR SYSTEM CONTROL

Group Art Unit: 2661
Examiner Name: Unknown
Confirmation No.: 7548

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P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION OF POWER OF ATTORNEY
AND NEW POWER OF ATTORNEY BY ASSIGNEE

Assignee hereby revokes all powers of attorney previously granted with respect to the above-identified patent application, and appoints the practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and directs that all correspondence be addressed to that Customer Number:

Customer Number 00826

with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection therewith.

Please direct telephone calls to the attention of:

Henry B. Ward, III
Registration No. 42,212
Tel Charlotte Office (704) 444-1000
Fax Charlotte Office (704) 444-1111

Assignee hereby elects under 37 C.F.R. § 3.71 to prosecute this patent application and certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of a chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

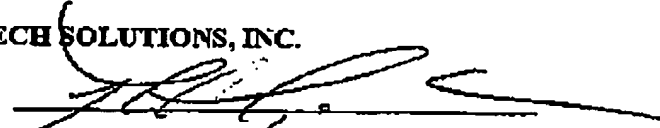
1. From: Stuart A. Kauffman and Tony A. Plate To: Bios Group
The document was recorded in the Patent and Trademark Office at Reel __, Frame __, or a copy is attached hereto.
2. From: BiosGroup, Inc. To: NuTech Solutions, Inc.
The document was recorded in the Patent and Trademark Office at Reel 014734, Frame 0264.

Revocation and New Power of Attorney
Page 2

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the Assignee.

NUTECH SOLUTIONS, INC.

By:



TED GRABOWSKI
(Print or type name of person signing)

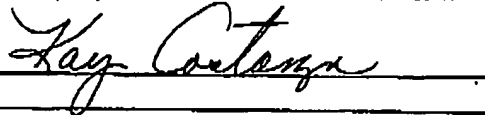
Title: V.P. Business & Legal Affairs

Date: June 15, 2004

CUSTOMER NO. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Charlotte Office (704) 444-1000
Fax Charlotte Office (704) 444-1111

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I hereby certify that this paper is being facsimile transmitted to the U.S. Patent and Trademark Office to
Fax No. (703) 872-9306 on the date shown below.



6-16-2004
Date

CLTD1/4652660v1

JOINT

ASSIGNMENT

WHEREAS, WE, Stuart A. KAUFFMAN and Tony A. PLATE, citizens of the United States of America, respectively residing at 1811 S. Camino Cruz Blanca, Santa Fe, New Mexico 87501 and 812 Loma Boreal, Santa Fe, NM 87501, are the inventors of the invention in METHOD AND SYSTEM FOR DYNAMIC LOAD-BASED CONTROL OF ROUTING IN DATA COMMUNICATION NETWORKS AND OF CONTROL OF OTHER SYSTEMS, which we have executed a provisional application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ _____ (date)

☒ which is identified by Pennie & Edmonds LLP docket no. 9392-023-888

☒ which was filed on January 28, 1999 Provisional Application No. 60/117,663

and WHEREAS, BIOS GROUP LP, organized and existing under the laws of the state Delaware, and having an office for the transaction of business at 317 Paseo de Peralta, Santa Fe, New Mexico 87501, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States provisional application and all applications claiming priority thereto under 35 U.S.C. §119(e) and divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all corresponding utility application, divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date Jan 27, 2000

Stuart A. Kauffman

L.S.

Date _____, 2000

Tony A. Plate

L.S.

JAN 27 2000 12:52

PAGE 04

Date Jan 27, 2000 Stuart A. Kauffman L.S.
Stuart A. Kauffman

State of

) SS.:)

14 France

County of

In the State of _____, county of _____, on _____
before me, _____, Notary Public, personally appeared Stuart A. Kauffman, personally known to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

JAN 27 2000 12:52

PAGE.05

JOINT

ASSIGNMENT

WHEREAS, WE, Stuart A. KAUFFMAN and Tony A. FLATE, citizens of the United States of America, respectively residing at 1811 S. Camino Cruz Blanca, Santa Fe, New Mexico 87501 and 812 Loma Boreal, Santa Fe, NM 87501, are the inventors of the invention in METHOD AND SYSTEM FOR DYNAMIC LOAD-BASED CONTROL OF ROUTING IN DATA COMMUNICATION NETWORKS AND OF CONTROL OF OTHER SYSTEMS, which we have executed a provisional application for a Patent of the United States

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☒ which was filed on January 28, 1999, Provisional Application No. 60/117,663

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AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

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IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date _____, 2000 _____ L.S.
Stuart A. Kauffman

Date 01/26/2000, 2000 _____ L.S.
Tony A. Flate

DCI - 344135.1

PAGE.02

JAN 26 2000 18:04

Date 1-26-2000, 1999

Tony A. Plate

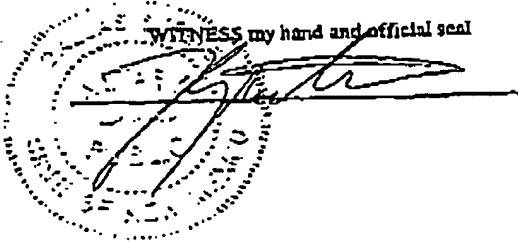
L.S.

State of NM

County of SANTA FE) SS:)
Commission Expires 7-22-2003

In the State of NEW MEXICO, county of SANTA FE, on 26 JAN 2000
before me, DALLAS STEELE Notary Public, personally appeared Tony A. Plate, personally known to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



PC-2401031

PAGE.03

JAN 26 2000 18:04

JUN 16 04:05pm From-

JUN 16 2004

T-058 P.001/007 F-787

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Charlotte, NC 28280-4000
704-444-1000
Fax: 704-444-1111

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Kay Costanza

Administrative Patent Paralegal

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****OFFICIAL ENTRY of Revocation and New Power of Attorney**
For Application No. 09/890,185
from Henry B. Ward, III
Reg. No. 42,212

Number of Pages: (including cover page)

7

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